

<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES
1. REQUEST NO. SRP380-12-Q-0013	2. DATE ISSUED 03/26/2012	3. REQUISITION/PURCHASE REQUEST NO. PR1684890	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY GSO/Contracting & Procurement		US Embassy Manila Seafont Compound Roxas Blvd., Pasay City		6. DELIVER BY (Date)
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				
NAME  Kristine Grace C. Alcantara		TELEPHONE NUMBER AREA CODE NUMBER 632 832-0826		7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
		9. DESTINATION		a. NAME OF CONSIGNEE
8. TO:				b. STREET ADDRESS
a. NAME	b. COMPANY		c. CITY	
c. STREET ADDRESS		d. STATE		e. ZIP CODE
d. CITY	e. STATE		f. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 03/28/2012 no later than 4:00PM		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>Exterior Repainting for the Ambassador's Summer Residence at Camp John Hay, Baguio City Philippines in accordance with the attached Scope of Work.</p> <p>The attached FAR/DOSAR Clauses will form part of the resultant order.</p> <p>This RFQ cancels and supersedes the previous RFQ sent under PR1684890.</p>	1	lot		0.00
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE

NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER					
b. STREET ADDRESS			16. SIGNER		
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

**REMARKS:**

Price offer shall be firm fixed-price, VAT exempt. The U.S. Government is exempt from paying the ad valorem/specific tax, customs and duties imposed by the Philippine Government under Section 106(a) and 109 of the Tax Code of 1997, respectively. Thus, price(s) shall be billed to the U.S. Government net of ad valorem tax, value added tax, customs and duties.

Payment shall be made via Electronic Fund Transfer (EFT) within 30 days from receipt of the items ordered and the original copy of invoice. The Direct Deposit Sign Up Form for EFT payment will be provided to the vendor upon award. All items should be delivered to US Embassy Manila Seafront Compound, Pasay City.

**The RFQ is valid until 4:00pm, 28 March 2012.**

**INSTRUCTIONS:**

You may submit your firm fixed price (Exclusive of VAT) proposal through e-mail to [AlcantaraKC@state.gov](mailto:AlcantaraKC@state.gov); or send through fax at +632 301-2964.

**PROJECT: Exterior Repainting of Ambassador's Summer Residence**

**Site:** *Camp John Hay, Baguio City, Philippines*

## **S P E C I F I C A T I O N S**

### **1. PROJECT DESCRIPTION**

- a. The contractor shall furnish all required personnel, materials, tools of trade, equipment, transportation and a competent English speaking supervisor or foreman who will stay at the job site every work day throughout the progress of the project in connection with the exterior repainting of Ambassador's Summer Residence located at Camp John Hay, Baguio City. This project shall be done in strict compliance with the technical provisions as stated hereinafter.
- b. Contractor shall verify on site the exact measurement and extent of scraping and repainting works.
- c. The scope of work shall cover all exterior surfaces; metal roofing, including exposed sides of roof gutters, fascia and downspouts; grill works; cable gutters; conduits; canopies; handrail; spandrel; exterior surfaces of door and window casements, jambs and shutters.

### **2. TECHNICAL PROVISION**

#### **a. Surface Preparation**

- 1) Remove all dirt, splinters, loose particles, disintegrated coatings, grease oil, other deleterious substances including all abandoned nails, screws and/or fasteners from all surfaces which are to be coated or otherwise finished. Allow sufficient time for putty to set before coating. Sandpaper entire surfaces before application of any coatings. Cracks on concrete and masonry larger than 1/8" shall be made wider and deeper approximately 1/4" wide x 1/4" deep and filled with elastomeric sealant or other materials as directed, made flush with adjacent surface. In area of mildew infestation, treat surface, rinse and let dry.
- 2) Wash down with fresh water to remove residues. Where oil grease is present, removed by solvent cleaning.
- 3) Wash new and previously unpainted surfaces with a solution composed of 2 pounds of zinc sulphate per gallon of warm water; liberally apply the neutralizer and allow to dry, then rinse the surfaces thoroughly with clean water and allow to dry for not less than forty eight (48) hours before paint is applied. Wash previously
- 4) All badly peeling-off paints shall be scraped down to bare concrete. Using a stiff bristled brush, hose down with fresh water to remove chalk and other foreign contaminants.

- 5) In area of mildew infestation, treat surface, rinse and let dry.

b. Coating System

METAL SURFACES

- 1) Remove all deleterious substances from surfaces as specified herein: sandpaper, wire brush, rub with steel wool over their entire surfaces and scrape where necessary to remove loose paint. Clean all rusted spots down to bare metal including spots where discoloration appears through the existing coating. Remove to the extent that all minor rust discoloration in deep pits remains. Otherwise, clean the surfaces to bright metal – Immediately after such cleaning and before any new rust formed, coat the bare surfaces with one coat of red oxide or zinc chromate primer paint to a dry film followed by two (2) coats of exterior alkyd gloss enamel as appropriate. Apply primer as soon as practicable after treatment has dried.
- 2) Primer and finish coatings for the steel members must be compatible products of the same manufacturer. Color of finish coat shall be selected by the COR.

CONCRETE SURFACES

- 1) Apply bare substrate with one (1) full coat of Latex paint or approved equivalent. Finish with two (2) full coats of Latex Paint

c. Equipment

- 1) Steel Structure - Application of paint shall be accomplished using conventional air spray or airless spray painting equipment. The air compressor equipment to be used for blasting works shall be in good operating condition with a capacity of 365 cfm or 750 cfm, with operating pressure of minimum 80 psi.
- 2) Concrete Pedestal - Apply coatings with good, clean brushes, rollers, except as specified otherwise.

d. Execution

- 1) All areas that will be affected by blasting and painting works shall be well covered and protected.
- 2) For accessibilities of workers, scaffolding or needed platforms shall be erected prior to painting.

e. Application

- 1) Provide finished surfaces free from runs, drops, ridges, waves, laps, brush marks, and variations in colors. Allow sufficient time between coats to permit thorough drying and provide each coat in proper condition to receive the next coat. Each coat shall cover the

surface of the preceding coat or surface completely; there shall be an easily perceptible difference in shades of successive coats. Thoroughly work painting materials into all joints, crevices, and open spaces.

- 2) Finished surfaces shall be smooth, even, and free of defects. Retouch damaged painting before applying succeeding coats paints.
- 3) All paints and other coatings shall be mixed and applied strictly in accordance with the manufacturer's printed instructions.
- 4) All materials shall be applied evenly with proper film thickness and free of runs, sags, skins and other defects. Surfaces shall be lightly sanded between coats, dusted and cleaned before re-coating.
- 6) The newly applied coating while wet shall be checked for wet film thickness using Wet Film Gage; likewise, all coated surfaces when cured shall be tested for the dry film thickness using Elcometer or Microtest Gage to assure its application meets the required dry film thickness.
- 6) Spray in multiple cross-hatch passes holding gun at right angle to the surface to assure wet film application. Avoid excessive build in corners. Pressure pot and hose must be absolutely clean and free of old paints of solvent base.

### **3. PERSONNEL**

- a. The Contractor shall provide sufficient personnel possessing the skills and knowledge to perform the work required of this project.
- b. Immediately on commencement of work, the Contractor shall assign on site a knowledgeable English speaking project supervisor who shall be responsible for the overall management and coordination of this contract, receive instructions from the COR, resolve problems and with authority to act for the Contractor.

### **4. QUALITY CONTROL**

- a. Paint shall be delivered to the job site in clean, sealed original containers with all the labels and markings intact.
- b. All work shall be done in favorable weather conditions or the work shall be suitably protected from the weather.
- c. Drop cloth or other covering material shall be used to protect adjacent surfaces that are not to be painted such as cemented surfaces, walls, columns, plants, lawn or other vegetation.
- d. Samples of all materials shall be presented to the COR for inspection and approval before application. **This is mandatory.**

- e. All damages inflicted on the existing surrounding structures and property resulting from the performance of this project must be repaired or restored to its original condition at the Contractor's expense.
- f. Work shall commence as soon as the contractor's personnel have obtained their Embassy IDs after submitting to the Security Office the required NBI clearance (at least 6 months old), two black and white ID pictures and personal bio-data of each contractor's personnel, including the contractor, who will work in the project.
- g. Liquidated damages of PHP 11,896.00 shall be assessed for each day the work remains incomplete beyond the work deadline.
- h. The contractor shall guarantee workmanship for one year determined from the date of final acceptance.

## **5. WORKING HOURS**

- a. Working hours shall be from 0730 hours to 1630 hours, from Monday thru Friday.
- b. Request for Saturday, Sunday, holidays and other hours of work shall be submitted to the COR at least 2 days in advance for the approval of the Security Office.

## **6. PROHIBITIONS**

- a. Smoking is strictly prohibited at the work site. A smoking area will be assigned.
- b. Contractor's personnel are to use only proper toilet facilities. Urinating on walls, plants, trees, grass and other areas is strictly prohibited. Violator shall be permanently removed from the compound.
- c. Where work is started at one end, painters must be concentrated on that area and stay together as they move along.

## **7. SECURITY**

- a. Contractor's personnel must stay within the working site and not wander around the compound. Contractor's personnel are not to use the basketball court, and other Embassy facilities.
- b. Contractor's workers are prohibited to stay inside the compound after each day's work.

## **8. GOVERNMENT-FURNISHED PROPERTY AND SERVICES**

- a. Electric power and water required for this project shall be supplied by the U.S. Embassy. The Contractor is responsible for all connections and extensions to the work area.

- b. The project shall be monitored and inspected by the COR (Contracting Officer's Representative) and/or his assigned project inspector upon whose approval the work will be accepted.
- c. The COR shall designate the area where the contractor can build a temporary storage and lockers space which shall be kept clean, orderly and secure at all times. Contractor's personnel are not allowed to roam around the premises during work hours or stay after each day's work.

## 9. CONTRACTOR FURNISHED ITEMS

### a. Materials

- 1) The contractor shall provide all labor, materials, and supplies to perform the services required in this contract. This is not comprehensive list and it does not relieve the Contractor from furnishing any other contractor furnished materials required to perform the contract. Such items include but are not limited to:
  - a) paint materials
  - b) sand
  - c) scaffolds and brace materials
  - d) elastomeric sealant
  - e) other construction material required for construction of temporary field office and storage area.
- 2) The contractor shall put up temporary barriers or yellow caution tapes to keep away people and/or vehicles from work site.
- 3) Contractor shall furnish steel and *bamboo* scaffolds. ***Contractor may use metal scaffolds available on site.***

### b. Equipment & Tools

- 1) The Contractor shall furnish all tools and special equipment.

## 10. PERFORMANCE PERIOD

- a. The contractor guarantees to complete the work within 30 working days from the date of receipt of Purchase Order.
- b. Liquidated Damages in the amount of ***PhP11,896.00*** shall be assessed for every calendar day of delay until the work is completed or accepted.

**11. CLEANING TASK**

- a. The contractor shall continuously, during the progress of the work, remove and dispose of dirt and debris and keep work area clean, neat and orderly and in such order as to prevent safety hazards. Debris shall be collected and removed from the job-site daily.
- b. Domestic rubbish containers on the premises shall not be utilized by the Contractor for storage or disposal of construction rubbish.

**12. SAFETY**

- a. The project safety, in all respects, is the sole responsibility of the Contractor.
- b. The Contractor shall comply with the U.S. OSHA (Occupational Safety and Health Administration) and Local Safety and Health Requirements, and shall assume full responsibility and liability for compliance with all other applicable standards and regulations pertaining to accident prevention, life, health, and safety of personnel, as well as preventing damage to materials, supplies, and equipment. The Contractor will hold the Government and its agents harmless for any action, errors, or omission on his part, his employees, or his subcontractors that results in illness, injury or death.
- c. The Contractor shall provide employees with and require the use of safety equipment, personal protective equipment and device necessary for protection.
- d. The Contractor is responsible for all injuries to his workers.



**ADMINISTRATIVE DATA:**

**652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)**

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Richard Miller, Senior Law Enforcement Advisor with U.S. Department of Justice.

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

Invoices shall be submitted in an original and three (3) copies to the Contracting Officer's Representative (COR) at the following address:

Financial Management Center (FMC)  
Chancery Compound  
1201 Roxas, Blvd.,  
Ermita, Manila

**PROVISION ON VALUE ADDED TAX (V.A.T.):**

The US Government is exempt from payment of tax as a qualifying entity under Section 3(b)(3) of Revenue Regulations No.6-97 dated January 2, 1997. In accordance with this regulation, all sales made by contractors or suppliers to the U.S. Government are subject to zero percent (0%) rate and are, therefore, not subject to the value added tax.

## CLAUSES

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (AUG 2011)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (AUG 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-10	Notice of Buy American Act/Balance of Payments Program—Construction Materials (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (SEP 2009)

52.228-13	Alternative Payment Protection (JUL 2000)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2010)
52.245-9	Use & Charges (AUG 2010)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984)
52.249-14	Excusable Delay (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

The following clauses are set forth in full text:

## DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

### 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

### DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
  - (i) Scaffolding;
  - (ii) Work at heights above two (2) meters;
  - (iii) Trenching or other excavation greater than one (1) meter in depth;
  - (iv) Earth moving equipment;
  - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
  - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
  - (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
  - (viii) Hazardous noise levels.
- (b) *Records*. The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.
- (c) *Subcontracts*. The contractor shall be responsible for its subcontractors' compliance with this clause.
- (d) *Written program*. Before commencing work, the contractor shall:

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

#### 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

#### 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience

importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.